

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

ROBERT ALLEN BAUTISTA®,

Plaintiff,

v.

§ Case No. 3:24-cv-03010-N-BT§

**CAPITAL ONE FINANCIAL
CORPORATION,**

CAPITAL ONE, NATIONAL ASSOCIATION,

CAPITAL ONE SERVICES, LLC,

EQUIFAX INC.,

EXPERIAN CORPORATION,

TRANSUNION,

Defendants.

AMENDED COMPLAINT AND JOINDER OF DEFENDANTS

Plaintiff, ROBERT ALLEN BAUTISTA®, by and through his undersigned counsel, files this Amended Complaint against the following Defendants: Capital One Financial Corporation, Capital One, National Association, Capital One Services, LLC, Equifax Inc., Experian Corporation, and TransUnion (collectively “Defendants”). In support thereof, Plaintiff respectfully shows the Court as follows:

I. PARTIES

1. **Plaintiff:** ROBERT ALLEN BAUTISTA®, **US Serial Number:** 98719160 receiving formal correspondence in Dallas County, Texas, at the address PO BOX 131385, Dallas, TX 75313-1385.
2. **Defendants:**
 - a. **Capital One Financial Corporation**, a corporation with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - b. **Capital One, National Association**, a national banking association with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - c. **Capital One Services, LLC**, a limited liability company with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
 - d. **Equifax Inc.**, a corporation with its principal place of business at 1550 Peachtree Street NW, Atlanta, GA 30309.
 - e. **Experian Corporation**, a corporation with its principal place of business at 475 Anton Blvd, Costa Mesa, CA 92626.
 - f. **TransUnion**, a corporation with its principal place of business at 555 W Adams St, Chicago, IL 60661.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because the case involves federal claims under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, and other federal statutes governing securities fraud and misrepresentation.

4. Venue is proper in this District under 28 U.S.C. § 1331(b)(1) and (b)(2) because Defendants do business within the District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

III. FACTUAL BACKGROUND

- 5. Discriminatory Treatment of Plaintiff and Principal:**

The Plaintiff, acting as the sole agent and attorney-in-fact for the Principal, has been attempting to resolve the outstanding financial obligations owed to the Defendants, namely Capital One Financial Corporation, Capital One National Association, and Capital One Services, LLC (collectively, the "Capital One Defendants"). Despite Plaintiff's repeated efforts, the Capital One Defendants have been treating the principal on the account as though the Principal is a minor, claiming they do not have the capacity to contract. This treatment is not only erroneous but constitutes discriminatory conduct, as the agent and attorney-in-fact on behalf of the Principal has full legal capacity to engage in financial transactions and fulfill contractual obligations. This refusal to recognize the Principal's legal standing underpins the discriminatory practices of the Capital One Defendants and further exacerbates the Plaintiff's hardship.

- 6. Attempts to Remit Bills of Exchange:**

Plaintiff has made multiple efforts to remit Bills of Exchange created by the Capital One Defendants to the Principal's account. These attempts, made in good faith, are intended to discharge the outstanding debt on behalf of the Principal, following standard practices for remitting payments through Bills of Exchange. However, the Capital One Defendants have repeatedly failed to comply with these requests. Their failure to accept these Bills of Exchange, which serve as a lawful form of debt payment, amounts to a direct violation of securities laws and constitutes securities fraud. This pattern of behavior is a breach of contract, as the Capital One Defendants have failed to honor their contractual obligations to accept the lawful payment method provided by the Plaintiff.

- 7. Failure to Set Off the Account:**

Plaintiff has made diligent and multiple attempts to perform on behalf of the Principal to set off the account, aiming to settle the outstanding financial obligations. Each time, the Capital One Defendants have failed to comply, thereby refusing to recognize and fulfill their contractual duties. This continued refusal to honor valid settlement efforts is not only discriminatory but also a blatant violation of the Plaintiff's rights, impeding access to fair and equitable treatment under the law.

- 8. Discriminatory Actions by Defendants:**

The Capital One Defendants' continued failure to accept the Bills of Exchange and to recognize the Principal's rights to contract constitutes a clear act of discrimination. Their refusal to comply with reasonable requests to formally accept all Titles, Rights, Interests, and Guaranteed Equity owed to the Principal further exacerbates the discriminatory treatment. This refusal to recognize the legal rights of the Plaintiff and the Principal is an egregious violation of Plaintiff's constitutional and statutory rights, particularly under the Equal Credit Opportunity Act (ECOA) and other related financial and contractual laws.

- 9. Violation of Federal and State Laws:**

In addition to the discriminatory practices described above, the Capital One Defendants have violated several key statutes, including:

- **The Equal Credit Opportunity Act (ECOA)**, 15 U.S.C. § 1691, by discriminating against the Principal based on unjustified assumptions of their incapacity to contract.
- **The Fair Credit Reporting Act (FCRA)**, 15 U.S.C. § 1681, through inaccurate reporting and failure to honor valid financial transactions intended to set off the account.
- **The Securities Exchange Act of 1934**, 15 U.S.C. § 78j(b), by failing to accept lawful financial instruments, constituting securities fraud.
- **Texas Deceptive Trade Practices Act (DTPA)**, Texas Business and Commerce Code § 17.41 et seq., by engaging in misleading and deceptive business practices.

10. Egregious Violation of Plaintiff's Rights:

The Capital One Defendants' actions represent an egregious violation of the Plaintiff's rights and the Principal's legal standing. The failure to accept the lawful payment instruments provided, their refusal to honor the set-off requests, and their discriminatory treatment of the Principal have caused significant harm, both financially and emotionally. Plaintiff asserts that the Capital One Defendants' conduct has led to unwarranted damage to the Principal's creditworthiness and financial reputation, and that the Defendants should be held accountable for these actions.

IV. LEGAL FRAMEWORK

11. The actions of the Defendants violate the following statutes and principles:

- **Equal Credit Opportunity Act (ECOA)**, 15 U.S.C. § 1691 et seq.
- **Fair Credit Reporting Act (FCRA)**, 15 U.S.C. § 1681 et seq.
- **Fair and Accurate Credit Transactions Act (FACTA)**, 15 U.S.C. § 1681c.
- **Texas Deceptive Trade Practices Act (DTPA)**, Texas Business and Commerce Code § 17.41 et seq.
- **Securities Exchange Act of 1934**, 15 U.S.C. § 78j(b).
- **Texas Securities Act**, Tex. Rev. Civ. Stat. Ann. art. 581-1 et seq.

V. CAUSE OF ACTION

12. As described above, Defendants' actions constitute:

- Discriminatory practices under ECOA,
- Breach of contract,
- Securities fraud under the Securities Exchange Act and related statutes,
- Violations of the FCRA and FACTA.

13. Plaintiff, therefore, requests the Court grant the following relief:

VI. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that this Court:

1. Declare that Defendants' practices are unlawful and violate federal and state laws, including but not limited to the ECOA, FCRA, FACTA, and DTPA.
2. Order Defendants to honor the Bills of Exchange presented by the Plaintiff and discharge the outstanding debt owed to the Principal.
3. Award Plaintiff and the Principal damages for the emotional distress, financial harm, and reputational damage caused by Defendants' actions.
4. Order Defendants to cease their discriminatory practices and formally accept all Titles, Rights, Interests, and Guaranteed Equity owed to the Principal.
5. Award reasonable attorney's fees and costs incurred in bringing this action.
6. Grant any other relief the Court deems just and proper.

VII. JOINDER OF DEFENDANTS

Plaintiff seeks to join the following defendants in this case, based on their direct involvement in the actions and omissions giving rise to Plaintiff's claims:

- **Equifax Inc., Experian Corporation, and TransUnion**, the credit reporting agencies, have all contributed and colluded to the improper reporting of Plaintiff's credit information, in violation of FCRA and FACTA. These companies failed to ensure the accuracy of the information they provided to Defendants Capital One Financial Corporation and others, contributing to Plaintiff's financial hardship.

VIII. JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 5th Day of December, 2024.

Respectfully submitted,

WITHOUT RE COURSE WITHOUT PREJUDICE

ROBERT ALLEN BAUTISTA®

BY:/s/ Bautista, Robert – Allen / Agent

Robert Allen Bautista / Attorney-in-Fact

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